

REC

10-26-1998

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark OfficeTab settings ☐ ☐ ☐ ☐

100859273

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

APEX Medical Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: April 30, 1998

2. Name and address of receiving party(ies)

Name: Nationscredit Commercial Corporation, as agent

Internal Address: _____

Street Address: One Canterbury Green

City: Stamford State: CT ZIP: 06901

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & addresses attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/12,584

75/103,209

75/040,441

B. Trademark Registration No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

10/22/1998 ITOM11 00000183 7512584

DO NOT USE THIS SPACE

01 FC:481

40.00 00

02 FC:482

50.00 00

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura L. Konrath

Name of Person Signing

Signature

10/1/98

Date

Total number of pages including cover sheet, attachments, and document: 3Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box AssignmentsTRADEMARK
REEL: 1803 FRAME: 0131

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK
APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Apex Medical Corporation, a South Dakota corporation (together with its successors, herein referred to as "**Grantor**"), owns the Trademarks and Trademark registrations listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor, U.S. Thermoplastics, Inc., KCA Engineered Plastics, Inc., KCAEP, L.L.C., certain lenders, and NationsCredit Commercial Corporation, are parties to a Credit Agreement of even date herewith (as the same may be amended and in effect from time to time among said parties and such lenders (the "**Lenders**") as may from time to time be parties thereto, the "**Credit Agreement**");

WHEREAS, pursuant to the terms of the Company Security Agreement dated as of October 16, 1997 (as said Agreement may be amended and in effect from time to time, the "**Security Agreement**") between Grantor and NationsCredit Commercial Corporation, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of the Security Agreement, the "**Grantee**"), Grantor has granted to Grantee for the ratable benefit of such secured parties, a security interest in substantially all of the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Trademarks (as defined in the Security Agreement), Trademark registrations, together with any reissues, extensions or renewals thereof, Trademark applications and Trademark Licenses (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the other Financing Documents and the Apex Warrants referred to therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application, including each Trademark, Trademark registration, and/or Trademark application referred to in Schedule 1 annexed hereto;

(ii) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed; and

(iii) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, and any Trademark licensed under any Trademark License, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**SCHEDULE 1
TO TRADEMARK SECURITY AGREEMENT**

Name	Status	Serial No.	Filing Date or Registration Date
The Easier Way	Pending	75-125,584	June 26, 1996
Enablers	Registered	75-103,209	February 3, 1998
Enablers	Registered	75-040,441	March 10, 1998

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30th day of April, 1998

APEX MEDICAL CORPORATION

By: C Sedgwick Dienst

Name: *C. Sedgwick Dienst*

Title: *Vice President*

Acknowledged:

NATIONSCREDIT COMMERCIAL CORPORATION,
as Agent

By: Stephen Welter
Name: *Stephen Welter*
Title: *Vice President*

COUNTY OF SAN FRANCISCO)

authorization; and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

Margaret Rodgers
Comm. #1036530
NOTARY PUBLIC - CALIFORNIA
City & County of San Francisco
Comm. Expires Aug. 24, 1998